Preparing Activity: LANTNAVFACENGCOM

UNIFIED FACILITIES GUIDE SPECIFICATIONS

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UNIFIED FACILITIES GUIDE SPECIFICATIONS

SECTION 01014N

SPECIAL CONDITIONS FOR AZORES PROJECTS 03/03

NOTE: This guide specification covers special administrative requirements for projects located in the Azores.

NOTE: Suggestions for improvement of this specification will be welcomed using the Navy "Change Request Forms" subdirectory located in SPECSINTACT in Jobs or Masters under "Forms/Documents" directory or DD Form 1426. Suggestions should be forwarded to:

Commander

Naval Facilities Engineering Command Engineering Innovation and Criteria Office, Code EICO 1510 Gilbert Street Norfolk, VA 23511-2699

Email: LantDiv@efdlant.navfac.navy.mil

Use of electronic communication is encouraged.

Brackets are used in the text to indicate designer choices or locations where text must be supplied by the designer.

PART 1 GENERAL

1.1 PHYSICAL DATA

Data referred to below is furnished for the Contractor's information. However, it is expressly understood that the Government will not be responsible for interpretation or conclusion drawn therefrom by the Contractor.

- a. The physical conditions indicated on the drawings and in the specifications are the result of site investigations.
- b. Geographic Conditions
 - (1) The Azores are comprised of a group of nine small islands, politically an integral part of Portugal, lying in the North

Atlantic, about 2,300 miles east of New York and about 980 miles west of Lisbon, Portugal. The islands have a total area of 1,581 square miles with a total population of about 360,000. The economic mainstays of the Azores are fishing and agriculture. There is no heavy industry, and facilities for repairing machinery are limited. Most tools, implements, and farm utensils are handmade.

(2) The climate is mild and the humidity high. Average annual temperature is 63 degrees F. Diuranal fluctuation in temperature is approximately 10 degrees. Highest recorded temperature, 80 degrees F, lowest recorded temperature, 40 degrees F. The yearly average rainfall is 44.80 inches; the monthly average rainfall and probability of rain is as follows:

Mo.	Av. (in.)	Probability	Mo.	Av. (in.)	<u>Probability</u>
Jan.	6.00	65 percent	July	1.70	29 percent
Feb.	5.40	64 percent	Aug.	1.80	35 percent
Mar.	5.00	61 percent	Sept.	3.20	40 percent
Apr.	3.10	43 percent	Oct.	5.20	55 percent
May	1.80	39 percent	Nov.	5.10	57 percent
June	1.80	33 percent	Dec.	5.30	58 percent

High winds occur from December through March. Average winds during this period are 11.6 knots. The recorded high winds are: November 90 knots, December 72 knots, January 90 knots, February 128 knots, March 106 knots, April 89 knots.

- (3) Terceira Island measures roughly 11 by 18 miles, almost entirely bordered by high cliffs. The terrain is hilly and dominated by volcanic ranges, including two extinct craters. The airfield is located on the northeast side of the island. The total population of Terceira Island is approximately 80,000. The city of Angra do Heroismo, capitol of the district, has a population of about 30,000; and the nearest town to the airfield, Praia da Vitoria, has a population of about 11,000.
- c. Transportation Facilities for Lajes Field. Lajes Field is defined as the U.S. Forces Azores operational area on Terceira Island.
 - (1) Railroads: There are no railroads on the island.
 - (2) Highways and Roads: The majority of the roads are paved. A cobblestone and asphalt highway links Praia da Vitoria and Angra do Heroismo. The use or construction of haul roads and bridges shall be subject to prior approval of the Contracting Officer.
 - (3) Ports: The island has two ports capable of handling deep draft ocean freighters, Praia da Vitoria and Angra do Heroismo. The port facilities in both harbors are limited since most freight must be lightered ashore in barges. There are no regularly scheduled commercial vessels arriving or departing Terceira Island.
 - (4) Air: Lajes Field is served by the commercial Portuguese airline TAP. TAP makes one direct trip per week from New York to Lajes and vice versa. Trans World Airline (TWA) and TAP make connections from New York to Terceira Island through Lisbon approximately six times a week. SATA makes daily connections at

the International Airport at Santa Maria with several larger airlines including TWA and TAP.

1.2 LOGISTICS SUPPORT

1.3.1 Government Furnished Surface Transportation

1.3.1.1 Shipment to Lajes Field, Azores

Shipment of all material and equipment on a space available basis from the Military Ocean Terminal (MOT), Norfolk, Virginia to Lajes Field, Azores, is authorized at no cost to the Contractor. Unavailability or delays of space available transportation are not sufficient excuse for delays in the contract. The Contractor shall furnish a listing to the Contracting Officer of equipment/supplies that the Contractor intends to ship, for use on this contract. Further stating the weight and dimensions of each piece exceeding any of the following:

Weight: 15 short tons

Length: 40 feet Width: 14 feet

Additionally, each piece identified, as exceeding any of the above criteria, must be further identified as beeing wheeled, tracked, or skid mounted. The Contractor, at his expense, will furnish any special handling devices required to offload his equipment. The above listing will be submitted 30 days prior to delivery of the cargo to MOT Norfolk.

- a. The availability of surface transportation will be subject to the vessel loading date as scheduled by the Government and will not be determined by the contractor at his own expense. Cargo must be delivered to the MOT Norfolk a minimum of ten (10) working days prior to sail of ship. Before delivery of any cargo to the MOT Norfolk, the Contractor will be responsible for getting detailed instructions from the FISC Military Ocean Terminal, Bldg. CEP 201, Norfolk Naval Base, Norfolk, VA 23511-3392, Phone (757) 444-1125.
- b. Upon arrival of the cargo at Lajes Field, Azores, the Government will discharge the cargo from the vessel to the dockside. All Contractor motorized equipment will require Contractor furnished fuel and driver during offload operations. During offload operations the Contractor must have personnel available on a 24 hour basis to accept materials. The Contractor at his own expense, is then responsible for the movement of the cargo within three (3) working days after arrival. If the Contractor fails to remove property as specified the Contracting Officer may have property moved and stored at the Contractor's expense. The Contractor shall be resposible for the payment of customs emoluments and fiscal guard fees incurred by the processing of his cargo.

1.3.1.2 Retrograde Shipment

The Government will furnish all the required surface transportation of the Contractor's materials and equipment on a space available basis from Lajes Field, Azores to the OCT Newport News, Virginia, at no cost to the Contractor.

a. The Contractor shall make cargo available to the retrograde in the

port area at Lajes Field, Azores within five (5) working days of arrival of retrograde vessel. All equipment and material to be transported shall be cleaned by the Contractor to meet USDA standards for import. The Government will load and transport to MOT Norfolk and unload it thereat.

- b. The Contractor should have personnel available on a twenty-four (24) hour a day basis for helping load motorized equipment onto the vessel.
- c. Upon notification to the Contractor by the Government of the arrival of cargo at OCT Newport News, Virginia, the Contractor shall immediately remove the cargo from the OCT Newport News, Virginia, at his own expense and assume all responsibility thereafter.
- d. Contractor shall provide the ROICC office two working days notice prior to breaking a container seal so an inventory verification can be accomplished.

1.3.4 Commercial Surface Transportation

- a. Movement of Cargo via Contractor Chartered Commercial Vessels: with respect to Contractor cargo to be moved by the Contractor to Lajes Field, Azores on a commercial vessel from any port, the Contractor shall submit to the Contracting Officer, at least 60 days prior to arrival of such cargo at Lajes Field, Azores giving the type of cargo, long tons and discharge, expected date of departure of vessel and estimated time of arrival at destination. The Contractor shall notify the Contracting Officer, in writing, at time of actual departure, from the port of loading, estimated time of arrival and cargo loaded in long and measurement tons. The Contractor shall arrange to have masters of vessels make periodic reports enroute informing the port of destination of any change of hour and date of arrival at Lajes Field, Azores. The Contractor shall not arrange for any vessel to leave any port without prior approval of the Contracting Officer.
- b. The Contractor shall make his own arrangements for the transportation of equipment and materials if he elects not to use the Government furnished transportation as outlined above.

1.3.3 Reports to the Contracting Officer

- a. Continental United States to Lajes Field, Azores: The Contractor shall submit to the Contracting Officer, at the preconstruction meeting, the Contractor's estimate of cargo both in long tons (2,240 lbs) and measurement tons (40 cubic feet) to be transported by the Government, to Lajes Field, Azores. The Contractor, upon request by the Contracting Officer, shall furnish a current status report on all Contractor cargo ready for transportation, from the Seaport of Embarkation (SPOE) and/or the Seaport of Debarkation (SPOD).
- 1.3.4 Packing, Marking and Documentation of Material and Equipment
 - a. Preservation and Packing: All materials and equipment to be transported shall be properly "export packed" and crated by the Contractor in accordance with standard commercial export

practices. Any additional packing, binding, or cooperage required at a Port of Embarkation shall be at the Contractor's expense.

All cargo shipped by the Contractor shall be marked in accordance with the provisions of MIL Standard 129-DOD 4500.32R dated 01 Jan 75. In addition the following shall be on each piece of cargo:

Ship To:

Marked For:

Receiving Officer
Ocean Carrier Terminal
Newport News, Virginia

Resident Officer in Charge of Construction Lajes Field, Terciera, Azores

For: Contractor Contract Title: Contract No.

TCN:

PCS:_____WT:___CU:____

- c. Hazardous Materials: shall be shipped in accordance with CFR Title 46, parts 146-149 and Title 49, parts 100-199 and REG AFM71-4. In addition to the marking requirements listed above, hazardous materials shall be marked with destination, flash point for flammable or combustible liquids in accordance with MIL Standard 129.
- d. Documentation for all cargo shipped by the Contractor shall indicate for each item:
 - (1) Name of commodity
 - (2) How item is packed (container, pallet, carton, drum, etc.)
 - (3) How many of each type package (1 of 3, 2 of 3, etc.)
 - (4) Net weight of each package perimeter
 - (5) Gross weight of each
 - (6) Dimensions (in inches) of each item in the following order length, width, height.
 - (7) Before presentation of any items for shipment, the Contractor shall contact the Contracting Officerfor receipt of Transportation Control Number, Transportation Priority (TP) and Required Delivery Date (RDD). No shipments into parts will be effected without a Transportation Control Number.

Distribution of DD Form 250 and DD Form 1387

2 copies - insert waterproof envelope. Securely attach to outside of package or package #1 if more than one package in shipment.

1 copy - insert inside EACH package

1 copy - give to carrier upon pickup to present at air/water terminal port of export) CARRIER MUST NOTE RELEASE NUMBER AFTER TCN NUMBER FOR MOTBY DELIVERY ONLY.

1 copy - return to the Contracting Officer

NOTE: FOR EACH PARTIAL SHIPMENT contact the Contracting Officer for additional sets of DD FORM 250 and DD FORM 1387 - MILITARY
SHIPPING LABEL stating number and kind of pieces, gross weight and

1.3 LOSS OR DAMAGE OF CONTRACTOR PROPERTY DURING SHIPMENT/HANDLING BY GOVERNMENT CARRIERS

- a. This provision applies to the loss or damage to Contractor property during shipment and handling by Government carriers. This provision does not cover damage or loss of property by Contractor's carrier to or from port facilities.
- b. The measure of damages will be the less of book or marked value. The Contractor assumes the risk for the first \$1,000.00 of loss occurring on each vessel.
- c. Within (10) calendar days of notification to the Contractor, all losses due to shipment shall be reported to the Contracting Officer. The report shall include the description and quantity of the item(s) lost or damaged, age and current book and market value of the item (submittal of this data may be delayed) and estimated amount of loss/damage. The Government and carrier representatives shall have the right to verify all losses.
- d. The Contractor shall assist the Government in the expeditious filing of a claim against the carrier. Failure to render such assistance shall be cause for the Government to withhold payment to the Contractor for his incurred damages.
- e. Within sixty (60) days of reporting a loss, the Contractor shall submit a settlement proposal to the Contracting Officer for negotiation for the cost of replacement or repair of lost or damaged property. (The proposal shall not be limited by the estimated cost amount in paragraph c above). Notwithstanding the action taken by the Contractor, the Government will allow the lesser amount of replacement or repair cost for damaged property considering the cost of time to the Government. Profit shall not be paid on shipment losses.
- f. The Contractor shall proceed to repair or replace lost/damaged property so as to minimize delay in the contract performance. Repair or replacement of lost or damaged property may be cause for extension of mobilization or performance period but shall not be cause for an increase in contract price due to consequential delays. Lost or damaged property for which replacement costs are paid shall become Government property at time of settlement, and shall be delivered to the Contracting Officer within three (3) calendar days.

1.4 SERVICES AVAILABLE TO CONTRACTOR'S FORCES

- a. The U.S. Government will provide lodging on a space available basis for US technical support individuals after contract award. Daily lodging at the Air Force Lodge will be at a rate of \$25 per person per night. The Lodge's commercial telephone number is 011-351-295-54178. Individuals will also be granted written access to use Base mess and exchange facilities
- b. Emergency rooms of the U.S. Air Force (USAF) medical and dental facilities, as well as ambulance services, are available at

reimbursable rates as announced by HQ USAF/SG. The Contractor will be charged "all others" rate in effect at the time the treatment or hospitalization is rendered. After care is received, the Contractor will be billed, and payment shall be made upon termination of hospitalization or care. Health insurance is recommended, as paid medical and dental bills provide a basis for insurance reimbursement.

c. Post Office privileges at Lajes Field are authorized for Contractors performing Navy construction under the cognizance of the Resident Officer in Charge of Construction, Azores. The privileges include receiving only letters and submittals and samples for the Contractor. The privilege does not include handling of material or supplies for the Contractor.

1.5 CONDUCT OF CONTRACTOR PERSONNEL

The Contractor shall report to the Contracting Officer, immediately upon receipt or discovery of any information, whether or not verified, relating to physical security incidents, misconduct, crimes, and misdemeanors, including but not limited to murder, arson, larceny of any weapon, ammunition, or explosives, larceny of other property, robbery, burglary, narcotics and dangerous drugs, destruction of Government property, fraud, malfeasance, sabotage, subversions, disaffections, treasons, or espionage. The Contractor shall recognize and comply with the rules and regulations promulgated by the foreign country where the work is performed to the extent required by pertinent international agreements.

1.6 TURN-IN OF U.S. GOVERNMENT-OWNED MATERIAL AND EQUIPMENT

Property, material, or equipment removed during the course of repairs, alterations, or renovation of any building or other structure remains the property of the U.S. Government and shall be disposed of as follows:

- a. Material other than scrap shall be turned over to the Government on Friday of any week.
- b. The materials shall be first offered to Air Base No. 4; if the offer of the materials is declined, the materials shall be turned over to the Defense Reutilization and Marketing Office (DRMO).
- c. The Contracting Officer will designate the time and place and prepare the necessary forms for receiving the materials.
- d. The items designated as scrap by the Contracting Officer shall be disposed of as directed.

1.7 EMPLOYEE RECRUITING (PORTUGUESE NATIONALS)

a. The Contractor, using the Contractor's own contracting forms, may contract directly or request assistance from the Civilian Personnel Office, Civilian Recruitment Section Headquarters Azores Air Zone (SRPC, HAAZ), in contracting Portuguese National employees. The Contractor's contract form shall include, as a minimum, the following: Organization or firm (name and address), contract and project numbers; contract start and expiration dates; and the following information concerning the employee: name, social welfare number, date and place of birth, residence (village and council), parents' name, marital status, spouse's maiden name,

professional degree or skill, salary, and meal and transportation allowances.

- b. It will be the Contractor's responsibility once employees have been hired, to clear them through SRPC, HAAZ to gain access to the installation.
- c. The Contractor shall request on SRPC, HAAZ form the number of passes needed. A pass will be issued to each employee. The employee will proceed with the pass directly to the Portuguese Air Police, Identification Section at the Main Gate for proper clearance and return to SRPC, HAAZ to have the pass laminated.
- d. Failure to comply with the above paragraphs may result in the denial of entrance to the installation.
- e. The Contractor shall inform SRPC, HAAZ when contract period of performance is changed and return passes to SRPC, HAAZ upon completion of the contract.
- f. For employees other than Portuguese Nationals, the 1605th Security Police Pass and Registration Section will issue a USFORAZ Form 5512 (yellow). The ID card will be issued upon presentation of a completed Lajes Field Form 131 signed by the Contracting Officer or the Contracting Officer's designated representative.

Further information may be obtained from: Headquarters Azores Air Zone (H.A.A.Z.) Air Base No. 4, Civilian Personnel Recruitment Office (Portuguese Nationals), telephone number (base) 52101.

1.8 SURPLUS PROPERTY DISPOSAL OF MATERIALS OF NON-PORTUGUESE ORIGIN

Excess new materials are those originally imported for use on U.S. construction contracts but which, upon completion of the contract, have not been used. The materials have been imported into Portugal duty free and shall be disposed of in the following order:

- a. If the Contractor has received material payment for the materials, title is vested in the U.S. Government and the materials shall be turned over to the base civil engineer upon contract completion.
- b. If the materials have not been purchased through a material payment, the U.S. Government shall be given the first option to purchase the materials at the Contractor's cost.
- c. If the materials are not purchased by the U.S. Government, the Contractor may pay the appropriate custom and duty fees, offer to sell the materials to Air Base No. 4, or the Contractor shall export the materials from Portugal. Arrangement for sales to Air Base No. 4 or payment of customs fees shall be the Contractor's responsibility.

1.10 INVESTIGATION OF DAMAGE OR INJURY

The U.S. Government will have the right to conduct an investigation, or participate in the Contractor's investigation, of any damage or injury to U.S. Government property, equipment, or personnel.

1.11 PROCESSING OF CONTRACTOR'S PERSONNEL AND PROPERTY

The Contractor shall process Contractor personnel and property through the Contracting Officer prior to commencement and at the completion of work under this contract. This processing shall include such things as registering and deregistering vehicles, arranging for the issuance and turn-in of identification and passes, and clearing liabilities incurred such as clubs, billeting, and loans.

1.12 VISAS--DIPLOMATIC CLEARANCES

The Contractor shall ensure that his employees obtain the required diplomatic clearances (visas) of sufficient duration to cover the performance period of the contract. (Sixty-day visitor visas are available at Portuguese Immigration at Lajes Field.)

1.13 REGISTRATION AND VEHICLE AND DRIVING PRIVILEGES

Vehicles which have been authorized for use under this contract are the only vehicles which will be issued U.S. Forces registration plates. In accordance with AFR 125-14, 1605 ABWG Supplement thereto and COMUSFORAZINST 5700.1, the only personnel who are authorized to operate a U.S. Forces plate vehicle are personnel who have been issued a 1605 ABWG Form 46, entitled "Private Motor Vehicles Operator Identification Card."

1.14 TAX RELIEF

- a. By terms of the 1984 Technical Agreement in Implementation of the Defense Agreement of September 6, 1951 between the Government of Portugal and the Government of the United States, the expenditures of Contractors for equipment, supplies, materials, and other goods made pursuant to a contract with the Government of the United States are relieved of certain duties and taxes. The duty and tax exemptions include the following:
 - (1) Equipment, supplies, materials, and other goods imported into Portugal on behalf of the U.S. Government for the construction, improvement, maintenance, or operation of the work under the contract may be imported into, used within, and exported from Portugal free of duty and transaction taxes.
 - (2) Equipment, supplies, material, and other goods acquired in Portugal on behalf of the U.S. Government for work solely in the execution of the contract may be acquired in and subsequently exported from Portugal exempt from Portuguese taxes and similar charges, but only if the total cost of an acquisition equals or exceeds 150,000 escudos. The equipment, supplies, material, and other goods thus acquired or imported may not be sold or otherwise transferred to persons in Portugal not entitled to import such property duty free, unless such transfer is agreed upon by the appropriate Portuguese authorities.
 - (3) U.S. Nationals who are employed by the Contractor may at the time of their first arrival to take up service in Portugal or at the time of the first arrival of any dependents to join them--
 - (a) Import personal effects and furniture free of duty for the term of such service.
 - (b) Import temporarily free of duty for the term of such service

their private motor vehicles for the personal use by themselves and their dependents.

- (c) Export the same property free of duties and other charges. They may not dispose of the same property in Portugal without the proper approval of Portuguese authorities.
- b. Contractors shall adhere to laws and procedures of Portugal concerning the processing of duty free applications and customs' inspections. Contractors and subcontractors of any nationality and their employees benefit from the same fiscal exemptions which, under the terms of the fiscal legislation in force on the date of the Technical Agreement of 1984, are enjoyed by Contractors or subcontractors and their personnel engaged in projects related to NATO common infrastructure. However, the exemptions for employees of Contractors and subcontractors are not granted to Portuguese civilians employed by such Contractors or subcontractors.

1.15 PERSONAL INCOME TAXES

In accordance with the Technical Agreement of 1984, U.S. Contractor personnel on this project are exempt from taxes on their income due to salaries or other income gained in the exercise of activities related to the contract in the area of the facilities under the contract. Substance of this paragraph is based on and consistent with the NATO Status of Forces Agreement of 19 June 1951. This exemption does not extend to Portuguese employees.

1.16 RADIO FREQUENCIES FOR MOBILE AND PORTABLE RADIOS

Contractors requiring the use of mobile and portable radios on the project shall obtain Government of Portugal approval via the COMUSFORAZ J6 Radio Frequency Coordinator. Information needed by the J6 coordinator from the Contractor includes type of equipment, type of emission, frequency desired, power, geographical coordinates of the project site, hours of radio operation, and start and end dates of frequency requirement. For planning purposes, the frequency coordination process normally requires 60 to 90 days for completion. The Government of Portugal closely monitors frequency usage and unauthorized users are subject to severe fines. COMUSFORAZINST 2410.1D pertains.

1.17 SPECIAL REQUIREMENTS FOR OUTDOOR SIGNS

In accordance with USFORAZINST 5710.2D outdoor signs displayed on local military facilities are mandatorily to be in both Portuguese and English languages. Identical size lettering shall be used for both languages, with Portuguese on top. The same requirement applies to project signs and safety and warning signs as used by the Contractor.

1.18 WRITTEN CORRESPONDENCE

Written correspondence from the Contractor to the Contracting Officer shall be in English language, including but not limited to Contractor's invoice, Contractor's Monthly Estimate for Voucher, Contractor's schedules, samples and submittals, reports, and as-built drawing markups.

1.19 PORTUGUESE EQUIVALENT

Where equipment, materials, or installations are to be in accordance with

American standards, the equivalent Portuguese standard may be used subject to the approval of the Contracting Officer. The Contractor shall be responsible for proving the equivalency of the Portuguese standard.

1.20 SOURCE REQUIREMENTS CLAUSE (01 MAY 86)

The requirements of this clause are material conditions of this contract. The Contractor shall, in the performance of this contract, use Portuguese sources to the maximum extent feasible for the goods and services required to perform the contract including labor, materials, supplies, services, equipment, and subcontracts provided such goods and services meet the contract specifications and standards, will be available at the required locale within the required time limits and are equal or lower in cost than those from other sources. The Contractor shall demonstrate compliance with this requirement.

The requirement to use Portuguese sources to the maximum extent feasible does not apply when not in accordance with requirements, standards, or specifications specifically set forth elsewhere in this contract.

Consistent with the foregoing, the Contractor shall submit a four-part written "Report of Sources" to the Contracting Officer as follows:

<u>PART I</u>. The Contractor shall prepare a listing indicating for each category of expenditures anticipated under the contract the U.S. dollar value estimated to be paid to Portuguese sources and the U.S. dollar value estimated to be paid to other sources. The categories shall include as a minimum those shown in the following sample format:

REPORT OF SOURCES

Category

\$ to Portuguese Sources

\$ to Other Sources

Transportation

Direct Hire Labor

Construction Materials

Equipment

Purchases Rentals

Supplies

Services

Subcontracts

Other

Total: (Sum must equal contract price)

NOTES: (1) Items that are included in subcontracts, such as labor and materials, should be reported only as subcontracts and shall not be included with other categories.

(2) Overhead and profit must be prorated among the categories.

 $\overline{ ext{PART II}}$. The Contractor shall prepare a list of subcontracts indicating the purpose of the subcontract, the name of the subcontractor, and whether Portuguese or other source.

<u>PART III</u>. The Contractor shall prepare a list of each item or subcontract not procured from a Portuguese source, indicating the reason for not procuring the item or subcontract from a Portuguese source.

PART IV. The Contractor shall indicate the approximate percentage of the total contract price that he will pay collectively to Portuguese sources.

The initial four-part "Report of Sources" shall be submitted by the Contractor to the Contracting Officer not later than 30 calendar days after contract award. In addition, the Contractor shall submit an updated report in the same four-part format every 30 calendar days thereafter. If no changes have occurred since the last report, the Contractor may submit a negative report by letter.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --